



# Equipment Loan Agreement

While the Lansing Makers Network endeavors to own all of the equipment in its space, accepting loaned equipment from members and provided to the space is a fantastic way to expand the ways that members can flex their creativity.

This is an agreement between an equipment owner (Owner) and the Lansing Makers Network (LMN) to permit the use of loaned equipment in the makerspace.

Before any equipment can be moved into or loaned to the space, the manager of the area in which it will reside and a member of The Leadership Committee must approve the loan. It is the responsibility of the Owner and the Area Manager to seek approval from the Leadership Committee.

## Agreements

LMN and Owner agree to all of the following.

- the equipment remains the sole property of Owner, and may be reclaimed at any time with notice (defined below).
- owner fully comprehends the risks of this equipment being used in a public space, and is solely responsible for any damage or destruction of the equipment by any cause, including negligence of any operator.
- owner is responsible for providing training proper use of the equipment either directly to members who want to use the equipment, or by training other members to provide training, unless otherwise agreed to and outlined below.
- LMN will provide reasonable assurance that non-members or guests will not be provided access to the equipment.
- loaning this equipment to LMN does not promise or imply any compensation in exchange for the use of the equipment (no cash, no waived dues, etc.).
- LMN will be responsible for ordinary maintenance (defined below) and replacing consumables (defined below).
- LMN will indemnify and hold harmless equipment owner from and against all claims, damages, losses and expenses, including attorney's fees, arising from any bodily injury,

death, damage to or destruction of personal property, other than to the loaned equipment.

- owner will provide a complete and accurate disclosure of the condition of the equipment, as well as all operators and maintenance manuals.

## Training and Checkouts

Training for this equipment will be provided by \_\_\_\_\_ (Owner, or designee).

Checkout protocols will be written and provided to the Leadership committee by

\_\_\_\_\_ (person) by \_\_\_\_\_ (date)

## Equipment Details

Please detail what equipment is being loaned, its intended uses, and any use requirements or restrictions beyond what is already outlined in this agreement.

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(use additional pages if necessary)

## Termination of agreement

This agreement may be terminated by a representative of LMN (a board member or member of the leadership committee) or the equipment owner at any time.

Upon termination of this agreement, owner agrees to remove equipment from LMN premises not less than \_\_\_\_ days or more than \_\_\_\_ days, or to make other mutually agreeable arrangements with the board of directors.

This agreement will automatically terminate 2 years from the date of signing and the loan agreement must be renewed. If Owner becomes unavailable and is unable to be contacted through reasonable efforts over the course of two months, the equipment will be considered abandoned and will become the property of LMN.

## **Execution of this agreement**

This Loan was approved by and agreed to by the following parties.

Area Manager

Printed \_\_\_\_\_ Date: \_\_\_\_\_

Signed \_\_\_\_\_

Leadership Committee Member

Printed \_\_\_\_\_ Date: \_\_\_\_\_

Signed \_\_\_\_\_

Equipment Owner

Printed \_\_\_\_\_ Date: \_\_\_\_\_

Signed \_\_\_\_\_

Date of automatic termination, requiring a new agreement be signed: \_\_\_\_\_

Copies of this agreement to be given to Owner, and the LMN Board Secretary.